

United States Courts
Southern District of Texas
ENTERED

NOV 04 2002

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

United States Courts
Southern District of Texas
FILED

OCT 29 2002

C.H.

Michael N. Milby, Clerk of Court

Michael N. Milby, Clerk

DIRECTV, INC.,
A California Corporation,
Plaintiff,

V.

AMBER SALAZAR AND BRIAN
POTTERS, Individually and
D/B/A SAT50.COM and
DSSPROPHET.COM,
Defendants.

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CIVIL ACTION NO.: H-02-2148

**CONSENT PERMANENT INJUNCTION
AND FINAL JUDGMENT**

WHEREAS, Plaintiff DIRECTV, Inc. ("DIRECTV"), and Defendants Brian Potter ("Potter") and Amber Salazar ("Salazar"), by and through their counsel, have amicably resolved their differences arising out of the facts and circumstances which form the basis of the complaint on file herein;

WHEREAS, DIRECTV and Potter agree to the terms and conditions set forth in this Consent Permanent Injunction and Final Judgment ("Consent Order"), and consent to the jurisdiction of the court for purposes of enforcement of this Consent Order;

WHEREAS, DIRECTV, Salazar, and Potter have resolved the damages in this action as set forth in a separate confidential settlement agreement;

WHEREAS, good cause having been shown;

IT IS ON THIS 15 day of NOV, 2002, ORDERED THAT:

1. Final judgment is hereby entered in the above-captioned matter against Potter as provided hereinbelow. All claims asserted against Salazar are dismissed without prejudice. Each party shall bear its own costs, including attorneys' fees.

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2. Potter, and any persons or entities controlled directly or indirectly by him or working in concert with him, are hereby permanently enjoined and restrained from knowingly:

(a) receiving or assisting others in receiving DIRECTV's satellite transmissions of television programming without authorization by and payment to DIRECTV;

(b) designing, manufacturing, assembling, modifying, importing, exporting, possessing, offering to the public, trafficking, distributing or selling any software, devices or equipment (including, by way of example, loaders, bootloaders, unloopers, emulators, programmers, reader/writers, DIRECTV access cards, or software or components therefore) that is primarily designed or intended to facilitate the reception and decryption of DIRECTV's satellite transmissions of television programming by persons not authorized to receive such programming, including specifically by operating websites devoted to satellite television piracy and soliciting commission payments or banner advertising in connection with the sale of such devices on equipment by third parties;

(c) advertising the sale of any software, devices or equipment (including, by way of example, loaders, bootloaders, unloopers, emulators, programmers, reader/writers, DIRECTV access cards, or software or components therefore) that is primarily designed, intended, or marketed for the purpose of facilitating the reception and decryption of DIRECTV's satellite transmissions of television programming by persons not authorized to receive such programming, and advertising or providing information or technical services in support thereof;

(d) providing or offering to provide any other service that helps facilitate the sale or transfer of any software, device or equipment (including, by way of example, loaders, bootloaders, unloopers, emulators, programmers, reader/writers, DIRECTV access cards, or software or components therefore) that is primarily designed, intended, or marketed for the

purpose of facilitating the reception and decryption of DIRECTV's satellite transmissions of television programming by persons not authorized to receive such programming.

3. This Consent Order shall apply to Potter's activities worldwide, and shall apply with the same force and effect to the DIRECTV Latin American (also known as Galaxy Latin America) satellite system, and to any other direct broadcast satellite system or related business in which DIRECTV has a financial or other interest, now or in the future, which interest is known to Potter.

4. Potter, and any persons or entities controlled directly or indirectly by him, are hereby permanently enjoined and restrained from:

(a) investing or holding a financial interest in any enterprise that Potter knows is engaging in any of the activities prohibited by this Consent Order; and

(b) knowingly allowing any persons or entities that Potter controls, either directly or indirectly, to engage in any of the activities prohibited by this Consent Order.

5. In the event that Potter becomes aware that an enterprise in which they have invested or holds any financial interest is engaged in any of the activities prohibited by this Consent Order, Potter agrees immediately to divest itself of any such investment or financial interest and to promptly notify DIRECTV of the same.

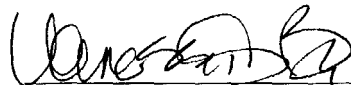
6. Potter shall provide to Plaintiff: (1) all documents, including but not limited to, records, files, receipts, invoices, correspondence, communication, copies of calendars and diaries, memoranda, and other evidentiary materials, whether in physical or electronic form, that relate to the subject matter of the complaint; (2) all devices related to the subject matter of this action, (including, by way of example, loaders, bootloaders, wafer bootloaders, EQBLs, unloopers, emulators, X-11s, programmers, reader/writers, DIRECTV access cards, or software

or components thereof) or any other technological products in Potter's possession that are known by Potter to be used for the purpose of satellite signal theft. The obligation to turn over documents and devices pursuant to this paragraph shall be ongoing with respect to materials discovered after the entry of this Consent Order.

7. The Court shall retain jurisdiction to entertain such further proceedings and to enter such further orders as may be necessary or appropriate to implement and/or enforce the provisions of this Consent Order.

8. The Court shall be authorized to award damages to DIRECTV for losses sustained prior to the date of this Consent Order, in addition to any other damages or other relief authorized by law upon notice to Potter and a hearing as to evidence that Potter has violated this Consent Order or failed to satisfy its payment obligations under the parties' confidential settlement agreement. Any such damage award shall be offset by any amount previously paid to DIRECTV by Potter pursuant to the parties' confidential settlement agreement.

DATED: NW. 1, 2002


United States District Judge

Presented by:


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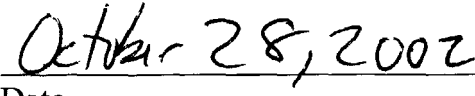
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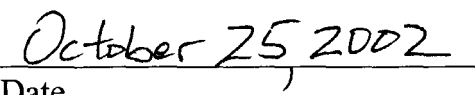
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Counsel for Plaintiff


Andrew Weisblatt
Counsel for Defendants


Date


Date